

COLLECTIVE AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF YORK

York Region

AND

ONTARIO NURSES' ASSOCIATION

Duration: January 1, 2006 – March 31, 2009

06256 (13)

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ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Association. It provides means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established under this Agreement. It is recognized that nurses wish to work co-operatively with the Employer to provide the best possible public health services.
- 1.02 The Employer recognizes the Association as exclusive bargaining agent for all registered nurses, and graduate nurses employed by the Employer in its Health Services Department, employed in Public Health programs, except nurses holding the position of Manager in the Health Services Department and nurses holding any position above this position.
- 1.03 All references to officers, representatives and Committee members of the Association, in this Agreement shall be deemed to mean officers, representatives and Committee members of the Association's duly chartered local, namely, Local 16 - Ontario Nurses' Association, York Region Health Services bargaining unit. All correspondence sent by the Employer to the Association should be sent to such chartered local.

ARTICLE 2 - REPRESENTATION AND ASSOCIATION SECURITY

2.01 a) Grievance Committee

The Employer recognizes a Grievance Committee hereinafter referred to, consisting of three (3) Association representatives and a representative of the Ontario Nurses' Association.

- i) Union agrees to conduct any union business at the Employer's premises in a reasonable manner.
- ii) The time shall be devoted to the prompt handling of the business.
- iii) The member concerned shall obtain the permission of his/her immediate manager before leaving her work. Such permission shall not be unreasonably withheld.
- iv) The Employer reserves the right to limit such time if the time taken is unreasonable.

b) Association/Management Committee

- i) An Association/Management Committee consisting of three (3) representatives from the Association and three (3) representatives from Management shall be instituted to discuss matters of mutual concern related to public health nursing.
- ii) The purpose of the Committee includes:

- a) promoting and providing effective and meaningful communication of information and ideas; making recommendations on matters of concern including the quality and quantity of public health nursing;
 - b) Deal with workload complaints in accordance with Article 21.02;
 - c) Discussing and reviewing matters relating to orientation and in-service programs;
 - d) Matters that are not the subject of a grievance; and
 - e) Other issues may be considered by mutual consent of the Committee.
- iii) This Committee should meet at mutually satisfactory times. In the event that the parties cannot agree on a time when the Association/Management Committee shall meet, either party shall have the right to give to the other party fifteen (15) days' notice (calendar days) of such meeting. Notice to the Employer shall be given to its Department Head, or his or her designate. Notice to the Association shall be given to the Bargaining Unit President of the Association. Notice of such meeting shall be given by pre-paid registered mail and shall be deemed to have been given on the date on which the said notice is mailed. The Chairmanship of such meetings will be rotated, and a written record will be maintained of matters discussed by this Committee and the disposition as to these items.
- iv) A representative of the Ontario Nurses' Association may attend such meeting if requested by either party.
- v) The Employer further agrees that committee representatives shall suffer no reduction in regular earnings as a result of these meetings with management.
- c) **Negotiating Committee**

The Employer shall recognize a Negotiating Committee of four (4) representatives from the Association, whose functions shall be to negotiate renewal Collective Agreements with the Employer.

A representative of the Ontario Nurses' Association may attend if requested by the Association.

The Employer further agrees that Committee representatives shall suffer no reduction in regular earnings as a result of these meetings with management.

2.02 For the purpose of meeting with the Employer, members of the Grievance Committee are permitted to be absent from work without loss of salary on the following conditions:

- a) **Such** business must be between the Association and the Employer. **Nurses** having grievances cannot discuss these with the representatives in working hours except in the case of a discharged nurse.
- b) The time shall be devoted to the prompt handling of the said business.
- c) The member concerned shall obtain the permission of his/her immediate supervisor before leaving her work; such permission shall not be unreasonably withheld.
- d) The time away from productive work shall be reported in accordance with the timekeeping methods of the Employer.
- e) The Employer reserves the right to limit such time *if the time so taken is unreasonable.*

2.03 The Association may engage in Association activities during working hours or hold meetings at any time on the premises of the Employer with the permission of the Division Director or designate. Permission shall not be unreasonably denied, **subject** to Articles **2.01** and **2.02**.

2.04 No Discrimination

The Employer and the Association agree that there shall be no discrimination as defined by the Ontario Human Rights Code, or because of Association membership or non-membership, or activities on behalf of the Association, or because the member exercised his/her rights under the Collective Agreement.

2.05 Association Dues

- a) The Employer will deduct each month from pay due to each nurse who is covered by this Agreement, a sum equal to regular monthly Association dues of each such nurse. The Association shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Ontario Nurses' Association each month its cheque for the dues deducted under this clause, accompanied by a list of those from whom the dues have been deducted. When a new employee is hired, the Employer shall advise the Association of the new employee's social insurance number within two (2) weeks. The new employee **must** consent to the release of the social insurance number.

The Association shall indemnify and save the Employer harmless with respect to all dues **so** deducted and remitted.

- b) The Employer will include the amount of annual union dues paid on the income tax **(T4)** form for each union member.

2.06 Bulletin Board

A bulletin board will be made available for the sole use of the Association at each office of the Health Services Department.

2.07 Association Orientation

The Employer agrees that a representative of the Association shall be allowed a period of up to twenty (20) minutes during regular working hours to interview newly hired nurses within the first month of their employment. At such interviews, membership forms may be provided.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Association acknowledges that it is the exclusive function of the Employer to hire, promote, assign to temporary assignments, demote, transfer and suspend nurses, and also the right of the Employer to discipline or discharge any nurse for just cause, provided that a claim by a nurse who has acquired seniority that he/she has been dealt with contrary to the provision of this Agreement may be the subject of a grievance and dealt with as hereinafter provided.

3.02 The Association further recognizes the right of the Employer to operate and manage the **York** Region Health Services in all respects in accordance with its commitment and its obligations and responsibilities. The right to decide on the number of nurses needed by the Employer at any time, the right to use modern methods, machinery and equipment, and jurisdiction over all of its offices in The Regional Municipality of **York**, are solely and exclusively the responsibility of the Employer. The Employer also has the right to make and alter from time to time rules and regulations to be observed by the nurses, but before altering any such rules the Employer will discuss same with the Bargaining Unit President and give them an opportunity of making representations with regard to such proposed alterations. The Employer agrees that any such rules shall not conflict with the provisions of this Agreement

3.03 Hiring of Registered Nurses Sixty-Five Years and Over

The Association recognizes the right of the Employer to hire qualified nurses who have attained the age of sixty-five (65) years and over into casual positions only, subject to the force and effect of Bill 211, Ending Mandatory Retirement Statute Law Amendment Act, 2005.

3.04 Nurses Outside of the Bargaining Unit

The Association recognizes the right of the Employer to hire nurses from outside of the bargaining unit for coverage of vacancies due to illness, leave of absences and/or for peak workload periods. **Work** will be offered to bargaining unit nurses, except for overtime, prior to non-bargaining unit nurses being called in.

ARTICLE 4 - DEFINITIONS AND HOURS OF WORK

4.01 Hours of Work

- a) The normal hours of work will not commence earlier than eight (8) a.m. nor end later than ten (10) p.m. Monday through Friday.

- b) Where a nurse works on Saturday, Sunday or Statutory Holidays, the normal hours of work will **not** commence earlier than eight (8) a.m. nor end later than six (6) p.m.
- c) Nurses will not be required to work more than one (1) weekend/month, with no consecutive weekends unless mutually agreed upon by the nurse and the Employer.
- d) When nurses are scheduled to work a shift and the shift is cancelled without twenty-four (24) hours notice:
 - i) the nurse will be paid for one-half of the scheduled shift;
 - ii) where the scheduled shift ends earlier than the booked time, the nurse will be paid for one-half of the remaining time of that shift.
- e) For weekends and/or standby/on call, where there is insufficient coverage, nurses shall be assigned on the following basis:
 - i) voluntary; or,
 - ii) equitable distribution in reverse order of seniority to those nurses who have not worked the required weekends during the calendar year.
 - iii) schedules reflecting such volunteerism or assignment will be posted four (4) weeks in advance of a six (6) week schedule.

N.B. The same assignment process shall be used for coverage during the week.

- f) Nurses who wish to work additional weekends may volunteer for additional weekend work and will indicate their availability in writing to the Manager on a quarterly basis (January 1, April 1, July 1, and October 1) of each year to allow for scheduling as outlined in 4.01c) iii).
- g) Nurses shall not be paid to get to work and to return home from work.
- h)
 - i) On occasions when a nurse **goes** to his/her first appointment directly from home, mileage and time will be tracked from his/her home or his/her office to the appointment whichever is less;
 - ii) On the occasions when a nurse goes directly home from his/her last appointment, mileage and time will be tracked from that appointment to his/her home or office whichever is less.
- i)
 - i) No nurse will be required to work a split shift unless mutually agreed upon by the Employer and the nurse involved.

- ii) Where a nurse is working an intermittent schedule during the course of any one day, such travel time shall be included as part of the normal hours of work.

j) Casual Nurses

- ii) Casuals must indicate availability and non-availability on monthly time sheets, two (2) weeks prior to the beginning of each calendar month.
- ii) If availability changes subsequent to the submission of the timesheet, it is the responsibility of the employee to notify the Employer at least 48 hours in advance of the date(s) in question.
- iii) Casual nurses shall be offered work on an equitable basis within their team up to, but less than 70 hours/pay period. If qualified, casual nurses shall be offered additional work on an equitable basis up to, but less than 70 hours/pay period across all teams.

4.02 Definitions

- a) A permanent full-time nurse - is a nurse employed to work seventy (70) hours over a two (2) week pay period on a regular basis.
- b) A permanent part-time nurse - is a nurse who makes a commitment to be available to work a predetermined number of hours but less than seventy (70) hours in a two week pay period.
- c) A casual nurse - is a nurse employed on an interim basis and is paid on an hourly basis but will work less than seventy (70) hours in a two (2) week pay period.
- d) A temporary full-time or part-time nurse - is a nurse employed to fill a temporary requirement for a specified period of time.
- e) Graduate Nurse
 - i) A graduate nurse pending registration is a nurse who holds a Temporary Certificate of Registration in accordance with the Nursing Act 1991 and its Regulations and must obtain his/her General Certificate of Registration prior to the expiry of her Temporary Certificate.
 - ii) If the nurse fails to obtain his/her General Certificate of Registration prior to the expiry of his/her Temporary Certificate of Registration, but in any case not longer than one (1) year from his/her date of hire, he/she will be deemed to be not qualified for the position of Registered Nurse and he/she will be terminated from the employ of the Region. Such termination shall not be the subject of a grievance or arbitration.
 - iii) A nurse who holds a Temporary Certificate of Registration shall be paid at a rate below Step 1 of Schedule "A" at the fixed rate of 95% per hour of the classification rate.

- m) Upon proof of receiving a General Certificate, the rate of pay shall be at Step 1.
- f) A Childbirth Educator is a nurse hired to provide childbirth education classes as scheduled by the Employer. The Childbirth Educator is classified as casual part-time for the purpose of seniority and is entitled to vacation and paid holidays as per Articles 9 and 18. The overtime provisions in Article 4 do not apply to Childbirth Educators.

4.03 Part-Time Scheduling

- a) A master schedule outlining hours of work will be implemented.
- b) Part-time nurses may be offered hours beyond their predetermined regularly scheduled hours, but less than seventy (70) hours per two week pay period, on an equitable basis within their team.
- c) Part-time nurses with the required skills and knowledge may be offered hours beyond their predetermined regularly scheduled hours, but less than seventy (70) hours per two week pay period on an equitable basis across all teams within Public Health programs.
- d) Where possible, extra hours will be offered to permanent part-time nurses prior to being offered to temporary part-time and casual nurses.

4.04 Temporary Employees

A temporary employee is an employee who works in either a full-time or part-time position for up to twenty-four (24) calendar months.

A temporary employee may be considered for additional temporary positions but must complete the full term of the initial temporary position.

At the end of the temporary position, the temporary employee will be deemed to be terminated without recourse to the grievance and/or arbitration provisions, or the lay-off and recall provisions of this agreement.

If a temporary employee is the successful applicant to a posted permanent position, he/she will receive credit for service and seniority from his/her original date of hire.

Temporary employees are not entitled to top-up under the pregnancy/parental leave provisions of this agreement.

4.05 Temporary Position

A temporary position is a position created to respond to a temporary increase in workload, the absence of a regular employee or the need to complete job/task for a fixed term.

A temporary position may extend for a period of up to twenty-four (24) calendar months.

A permanent full-time or permanent part-time employee who fills a temporary position will retain his/her permanent status. While employed in the temporary position, he/she will receive benefits based on the number of scheduled hours of work, for the duration of the temporary position.

A permanent employee shall revert to their permanent position and office at the end of the temporary position if available. The employee will not be eligible to have his/her application for a further temporary position considered for a period of up to six (6) months from the date of return to his/her permanent position.

4.06 Temporary Assignment

- a) When filling a temporary assignment, the Employer may assign the duties to any nurse it deems able to perform the assignment. The Employer shall notify all nurses of the temporary assignments and the Employer shall consider all of the nurses who have notified the Employer of their interest in the assignment.
- b) The temporary assignment can include the nurse performing his/her other regular duties. The performance of the temporary assignment and the nurse's regular duties are subject to the overtime provisions in the event that the combined duties exceed seventy (70) hours in a pay period. Overtime is subject to management pre-approval.
- c) Upon completion of the assignment, the nurse will be returned to his/her former position on the same team and in the same office, if available.

4.07 Overtime

- a) All hours approved worked over seventy (70) hours in a pay period are subject to the provisions of overtime.
- b) Overtime can be taken as paid (at time and one half) or time in lieu (accumulated at the rate of time and one half).
- c) Where the nurse anticipates that she will be in an overtime situation, she shall get prior approval for such overtime from her manager. In exceptional circumstances, where the nurse was not able to obtain prior approval from her manager, she must provide *the* rationale for such overtime in writing the following day.

4.08 Lieu Banks

- a) Where a full-time nurse has worked more than 70 hours in a pay period and elects to take time in lieu of pay, hours will be added to his/her lieu bank at time and a half.
- b) Where a part-time nurse works more than her regularly scheduled hours, and elects to take time in lieu of pay, hours will be added to his/her lieu bank at straight time.

- c) Lieu banks will be limited to seventy (70) hours at any point in time for a full time nurse and up to thirty five (35) hours for a part time nurse based on regular scheduled hours worked.
- d) Hours owed in excess of c) above will be compensated at the employee's regular hourly rate.
- e) Lieu time off will be taken at a time mutually agreed upon by the Employer and the employee.

4.09 Shift Premium

- a) A shift premium of \$1.05 per hour shall be paid for all hours worked outside of the normal hours of work outlined in 4:01(a)
- b) A shift premium of \$1.05 per hour shall be paid for all hours worked on a Saturday, Sunday or Statutory Holiday.
- c) ~~Shift~~ premium shall not be Included as part of the regular working hours for the purpose of calculating overtime.
- d) Shift premium does not apply to Standby/Call Back.

4.10 Flex Time

A nurse may request to flex her hours of work as long as operational needs can be met. With management approval, a nurse may choose to utilize flex time as per Regional policy. Where the nurse chooses to flex hours outside of the hours defined in Article 4.01, as hours of work, shift premiums will not apply. Flex time only applies to the arrangement of work within a two (2) week pay period. Therefore, hours worked and used must be within a two (2) week pay period.

ARTICLE 5 - TRANSFER, PROMOTION, LAYOFF AND RECALL

- 5.01** Prior to making an appointment to a vacant or a new position within the bargaining unit, the Employer shall post notice of such a vacancy or new position on bulletin boards at all of its offices for a period of at least seven (7) working days during which time employees will have the opportunity to apply and be considered for the position before the position is advertised outside the service of the Employer. Job postings will outline the qualifications and responsibilities of the position. Once the job is filled, the Employer shall post the name of the successful applicant for a period of at least three (3) working days.

The Employer may advertise simultaneously when posting, where it believes no current nurse has the qualifications for the position advertised. In the event current employees with the required qualifications do apply, they shall be appointed. External applications will only be considered when no qualified applicant applies.

- 5.02** In filling a vacancy, the successful incumbent shall be determined by the following factors: skill, ability, qualifications, experience, and performance.

Seniority is only a factor when the skill, ability, qualifications, experience, and performance of the applicants is relatively equal. In cases where the applicants are relatively equal seniority is the deciding factor.

- 5.03
- a) A nurse who is transferred to a position outside the bargaining unit for a period of not more than ~~six~~ (6) months shall not suffer any loss of seniority, service or benefits.
 - b) A nurse who is transferred out of the bargaining unit for a period of more than six (6) months but not more than fourteen (14) months shall retain, but not accumulate his/her seniority held at the time of the transfer. In the event that the nurse is returned to the bargaining unit he/she shall be credited with seniority held at the time of transfer and resume accumulation from the date of his/her return to the bargaining unit.
 - c) A nurse must remain in the bargaining unit for a period of at least three (3) months before transferring out of the bargaining unit again or he/she will lose all seniority held at the time of the subsequent transfer.
 - d) In the event that the nurse is transferred to a position outside of the bargaining unit for a period in excess of fourteen (14) months he/she will lose all seniority held at the time of transfer. In the event that the nurse is returned to a position in the bargaining unit, the nurses' seniority will accrue from the date of his/her return to the bargaining unit. The period of time referred to above may be extended by mutual agreement of the parties.
 - e) When a nurse is temporarily transferred to another unionized position outside of ONA's bargaining unit, the nurse shall have the opportunity to return to his/her former ONA position following the temporary transfer. While in this temporary position, the nurse shall be subject to the terms of the other union's collective agreement including union dues. In the event of an ONA lay-off, this nurse shall retain his/her ONA lay-off rights.
 - f) When a nurse is temporarily transferred to a non-union and/or management position, he/she shall continue to be covered by all of the terms of the ONA collective agreement including the payment of union dues.
 - g) Nurses in acting management positions will not do progressive discipline.

5.04 Vacancies

- a) A nurse selected as a result of a permanent vacancy shall not be eligible to have her application for a further vacancy considered for a period of up to ~~six~~ (6) months from the date of selection except for the following:
 - i) the opportunity to change from a permanent part-time to a permanent full-time status; or status of permanent full-time to permanent part-time; or,
 - ii) the vacancy constitutes a promotion; or,

- iii) the Employer agrees that having the nurse be considered for the position is mutually beneficial for the nurse and management.
- b) A probationary nurse may be considered for any posted permanent vacancy.

5.05 **Layoff and Recall**

- a) In the **case** of a layoff, ~~the~~ Employer will lay off nurses in reverse order of seniority in the following order:
 - temporary employees who have not completed probation
 - permanent employees who have not completed probation
 - all temporary in reverse order of seniority
 - all permanent in reverse order of seniority

The nurses remaining after the layoff shall be willing, capable and qualified to perform the available work.

- b) Nurses shall be recalled to positions in the bargaining unit on the basis of seniority.
- c) All nurses who are on layoff will **be** given job opportunities in the bargaining unit before any new nurse is hired in the bargaining unit.
- d) In the event of a proposed layoff at the Health Services Department of a permanent or long term nature, the Employer will:
 - 1) provide the Association with no less than thirty (30) days notice of such layoff; and
 - 2) meet with the Association to review the following:
 - i) the reasons causing the layoff;
 - ii) the service which the Health Services Department will undertake after the layoff; and
 - iii) the method of implementation including the areas of cutback and the nurses to **be laid off**.
- e) Any recall rights contained in Article 5 shall expire twenty-four **(24)** months from the date of layoff.

ARTICLE 6 - SENIORITY

6.01 **Probation**

A newly hired, permanent full or part-time or casual nurse is on probation until he/she has completed 910 hours of work.

The Employer shall provide a written performance appraisal after 455 hours of work for the purpose of providing feedback and performance expectations.

If retained after the probationary period, the permanent full-time or part-time or casual nurse shall be credited with seniority/service from the date of hire.

a) Where the Employer requests an extension of a probationary period, it will provide notice to the Association at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. Any extension to the probationary period will not exceed an additional four hundred and fifty-five (455) hours worked, and where requested, the Employer will advise the nurse and the Association of the reason for the extension.

b) Temporaries

A temporary nurse who transfers to permanent status will be deemed to have served her probationary period of 910 hours during his/her temporary position unless he/she has worked less than the 910 hours.

If retained after the probationary period, the permanent nurse shall be credited with seniority and service from his/her date of hire.

6.02 **Seniority/Service**

a) 1820 hours equals one (1) full year of seniority. The full-time nurse will be credited a maximum of 1820 hours each calendar year. Partial years will be pro-rated.

b) Part-time nurses will be credited with service and seniority for all paid hours.

c) When a part-time nurse converts to full-time status, his/her seniority hours shall be capped at 1820 hours per calendar year.

6.03

A seniority list showing **each** nurse's name and professional category shall be posted on bulletin boards in conspicuous places on the Employer's premises and shall be revised every six (6) months. Complaints concerning the accuracy of such list shall be a proper subject for filing of a grievance hereunder provided that if no complaint is filed as a grievance in accordance with the time limits set out herein such list shall be presumed to be accurate. A copy of such list will be made available to the Association at the time of posting.

6.04 Seniority shall be retained and accumulated when a nurse is absent from work under the following **circumstances**:

- a) approved leave of absence with pay;
- b) approved leave of absence without pay for a period of up to five (5) continuous work weeks, in any calendar year;
- c) when in receipt of Workplace Safety Insurance Board benefits, as a result of an injury incurred while on duty with the Employer,

- d) when on sick leave up to a period of six (6) months in any calendar year;
 - e) when on an approved educational leave of absence of not more than ~~two~~ (2) years' duration.
 - f) when on pregnancy/adoption leave.
- 6.05** Seniority and service shall be retained but shall not accumulate when a nurse is absent from work under the following circumstances:
- a) when on approved leave of absence without pay in excess of five (5) continuous work weeks;
 - b) when in receipt of long term disability payments, pursuant to Article **18.07**;
 - b) during a layoff period.
- 6.06** Seniority and service shall terminate and a nurse shall cease to be employed by the Employer when he/she:
- a) leaves of his/her own accord;
 - b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - c) has been laid off for twenty-four (24) calendar months;
 - d) fails to return to work (subject to the provisions of Article 6.04(e) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
 - e) is absent from work due to illness or disability for a period of thirty (30) months from the time such absence commenced – not to be applied in a manner inconsistent with the Human Rights Code;
 - f) if a nurse fails to return to work following a lay-off within fourteen (14) calendar days after the mailing to his/her of notification by prepaid registered mail, addressed to his/her last known address, unless failure is occasioned by sickness or other reasonable cause. It will be ~~the~~ responsibility of the nurse to keep the Employer informed of his/her current postal address.
 - g) retires.
 - h)
 - i) as a casual nurse, does not work any shifts for a period of ten (10) weeks for reasons other than legitimate illness, injury or approved leave of absence (provided that the Employer has offered work during this period).
 - ii) as a casual nurse, does not work any shifts for a period of twelve (12) months for reasons other than legitimate illness, injury or approved leave of absence.

- 6.07 If a nurse is absent without pay, for a period in excess of five (5) continuous work weeks, he/she will not accumulate seniority or service during the period of the leave in excess of five (5) continuous work weeks. It is understood, however, that all seniority or service up to five (5) continuous work weeks following the commencement of the leave of absence shall be retained by the nurse. In the case of pregnancy leave, seniority and service shall be retained and accumulated during the first seventeen (17) weeks, but shall not accumulate thereafter. Similarly in the case of a parental leave, seniority or service shall be retained and accumulate for up to thirty-five (35) weeks of such leave.
- 6.08 a) A nurse who is hired from another Health Unit shall have his/her service hours recognized from the date on which the nurse was first employed continuously with other Health Units. The service shall be recognized for the purpose of vacation and the sick leave plan.
- b) A nurse who is hired from the hospital sector and who has relevant Public Health experience within one (1) year of employment with the Region shall have his/her service hours recognized from the date of his/her continuous public health experience. The service shall be recognized for the purpose of vacation and the sick leave plan.
- 6.09 In recognition of past agreements, nurses hired prior to January 1, 1998 and who were transferred to The Regional Municipality of York from the Oshawa Department of Health, the York County Health Unit, the York County District Health Unit, or the York Regional Health Unit, shall have their seniority/service hours recognized from the date on which the nurses were first employed continuously by these Employers.

ARTICLE 7 - SALARIES AND PROFESSIONAL CLASSIFICATIONS

- 7.01 The salaries and professional classifications shall be as set forth in Appendix "A" and shall remain in effect for the duration of this Agreement. The bi-weekly salary indicated is the official salary rate. Annualized and hourly rates are for information and administrative purposes only.
- a) A permanent full-time nurse shall proceed to the next step of the salary schedule Appendix "A" on his/her anniversary date.
- b) A permanent part-time nurse shall proceed to the next step of the salary schedule of Appendix "A" after completing 1820 hours of work.
- c) A casual part-time nurse shall proceed to the next step of the salary schedule of Appendix "A" after completing 1700 hours of work.
- d) In the event of a promotion from Registered Nurse to Public Health Nurse, the nurse shall advance twelve (12) months after the date of the promotion, subject to Article 7.03. The nurse's date of hire will be used to determine sick leave and vacation entitlement.
- 7.02 The Employer agrees that the establishment of any new classification shall be on the basis of fairness and equity and will apply to only newly created positions or the revision of

present positions where there has been a significant change in responsibilities. The salary for such new classifications shall be negotiated with the Association. If the parties are unable to agree, such dispute would be submitted to Arbitration in accordance with Article 14.

- 7.03 On promotion to a higher classification, a nurse shall receive a salary according to the first step in the higher classification which is greater than the salary he/she was receiving immediately prior to his/her promotion. Thereafter, for purposes of progression to the next higher step within the new classification, the nurse shall proceed to the next step twelve (12) months after the effective date of his/her promotion.
- 7.04 All nurses shall be paid earned salaries on a bi-weekly basis. The Employer shall determine the method of payment (by cheque or by direct deposit) but any changes in the current method of payment shall be discussed with the Association at least sixty (60) days in advance of any such change, and the Employer shall give due consideration to any concerns raised by the Association during discussions.
- 7.05 Related experience in nursing or related job experience, which in the opinion of the Employer adds to the value of the nurse's service, will be recognized by the Employer as follows. Such opinion shall not be exercised in an unreasonable manner.

The related experience in nursing or related health job experience will be on the basis of one step for each year of service.

ARTICLE 8 - PAID HOLIDAYS

- 8.01 a) The days to be designated as holidays in each year during the term of this agreement shall be the following:
- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- b) The Employer will also recognize any other day proclaimed as a public holiday by the Government of Canada, or Ontario, or by the Council of The Regional Municipality of York.
- c) In addition to the above, permanent employees (i.e. those employees who have completed their probationary period) shall be entitled to two (2) Float Holidays. Float Holidays shall not be cumulative.
- d) One of the float Holidays will be taken on a date to be determined annually by the Employer and Union to accommodate corporate closings associated with designated holidays.

The Employer agrees to sponsor a Remembrance Day Service on November 11" each year should Remembrance Day occur on a day other than Saturday or Sunday.

Note: Should Remembrance Day be declared a Statutory Holiday, the Float Holiday identified in paragraph d) above will be eliminated.

The second Float Holiday will be taken on a date mutually acceptable to the Employer and employee.

Temporary and casual employees are not entitled to Float Holidays.

- 8.02 A nurse will receive public holiday pay in compliance with Employment Standards Act (ESA). A nurse who is required to work on any of the above holidays shall be paid at the rate of time and one-half (1½) and shall receive a day off in lieu of such holiday, or shall be paid for such holiday at the rate of time and one-half (1½) plus regular time.
- 8.03 When any of the above holidays falls on a Saturday or Sunday, the preceding Friday or the following Monday, whichever is selected by the Employer, shall be recognized as a day off with pay.
- 8.04 A paid holiday occurring while an employee is on vacation or sick leave with pay shall not be deducted from the employee's vacation entitlement or sick leave credits.

ARTICLE 9 – VACATIONS

9.01 Vacation Eligibility

- a) Each permanent full-time employee, and permanent pari-time employees on a pro-rata basis based on normal scheduled hours, shall be eligible for vacation days with pay according to the following scale:

<u>During Year</u>	<u>Days</u>
1	20
2	20
3	20
4	20
5	20
6	21
7	21
8	22
9	22
10	23
11	23
12	24
13	24
14	25
15	25

<u>During Year</u>	<u>Days</u>
16	26
17	26
18	27
19	27
20	28
21	28
22	29
23	29
24	29
25	30

b) Vacation Entitlement

- i) For all permanent full-time, the determination of annual service for the purposes of calculating vacation entitlement under Article 9.01 a) shall have as its reference point the employee's date of hire.

Vacation days shall be credited monthly and may be taken as earned subject to Article 9.01 a).

- ii) Permanent part-time nurses will be entitled to similar vacations on a pro-rata basis, based on the number of hours per week worked by the full-time nurse.

c) Vacation Pay Eligibility

Temporary full-time, temporary part-time and casual employees shall be eligible for vacation pay at a rate of eight (8%) of all paid hours, paid bi-weekly.

d) Vacation Owing on Termination

When a nurse's employment is terminated for any reason, he/she shall be entitled to a terminal vacation allowance covering vacation earned but not taken.

e) Vacation Carryover

Any additional vacation days or hours beyond the cap of forty (40) days or the equivalent in hours shall be paid out at the nurse's current rate of pay once the cap is exceeded.

9.02 A nurse shall have an additional day's vacation for each paid holiday falling within the nurse's vacation period.

9.03 Vacation pay shall be at the rate effective immediately prior to the vacation period.

9.04 Vacations may be requested at any time of the year and the Department Head or designate will grant requests where possible provided that vacation quotas shall not be unduly restrictive to the operations of the Health Services Department and vacations shall

not be unreasonably withheld. Requests for vacation time in June, July or August shall be made in writing to the Employer not later than April 30th in that year.

- 9.05 Sick leave may be substituted for vacation in the case of any employee who establishes by medical certificate that he/she was qualified for sick leave while on vacation. The period of vacation so displaced shall, upon mutual agreement, either be added to the vacation period or reinstated for use at a later date.
- 9.06 An employee who qualifies for bereavement leave or any other approved leave during her vacation, shall not suffer any deduction from vacation credits for such absence. The period of vacation so displaced, shall upon mutual agreement, either be added to the vacation period or reinstated for use at a later date.

ARTICLE 10 – SICK LEAVE PLAN

- 10.01 The purpose of sick leave is to provide benefits to the employee who is both eligible for the benefit and unable to work due to sickness and/or disability.

The duration of the short-term sick benefits varies according to terms outlined in Article 10 of the collective agreement and covers the elimination period until long-term disability benefits are available for the eligible employee.

Short-term leave will apply to disabilities lasting up to one hundred and thirty (130) days and pay will be continued in accordance with the following schedule:

<u>Length of Service</u>	<u>Amount Payable</u>	
	<u>@ 100% Pay</u>	<u>@ 70% Pay</u>
From completion of three (3) consecutive calendar months of service to end of first year of service	--	75 days
After first full year of service as at anniversary date	10 days	plus 120 days
After second full year of service and after January 1st	15 days	plus 115 days
After third full year of service and after January 1st	20 days	plus 110 days
After fourth full year of service and after January 1 st	25 days	plus 105 days
After fifth full year of service and after January 1 st	30 days	plus 100 days
After sixth full year of service and after January 1 st	35 days	plus 95 days
After seventh full year of service and after January 1 st	40 days	plus 90 days
After eighth full year of service and after January 1 st	45 days	plus 85 days

<u>Length of Service</u>	<u>Amount Payable</u>		
	<u>@ 100% Pay</u>		<u>@ 70% Pay</u>
After ninth full year of service and after January 1 st	50 days	plus	80 days
After tenth full year of service and after January 1 st	55 days	plus	75 days
After eleventh full year of service and after January 1 st	60 days	plus	70 days
After twelfth full year of service and after January 1 st	65 days	plus	65 days
After thirteenth full year of service and after January 1 st	70 days	plus	60 days
After fourteenth full year of service and after January 1 st	75 days	plus	55 days
After fifteenth full year of service and after January 1 st	80 days	plus	50 days
After sixteenth full year of service and after January 1 st	85 days	plus	45 days
After seventeenth full year of service and after January 1 st	90 days	plus	40 days
After eighteenth full year of service and after January 1 st	95 days	plus	35 days
After nineteenth full year of service and after January 1 st	100 days	plus	30 days
After twentieth full year of service and after January 1 st	105 days	plus	25 days
After twenty-first full year of service and after January 1 st	110 days	plus	20 days
After twenty-second full year of service and after January 1 st	115 days	plus	15 days
After twenty-third full year of service and after January 1 st	120 days	plus	10 days
After twenty-fourth full year of service and after January 1 st	125 days	plus	5 days
After twenty-fifth full year of service and after January 1 st	130 days		--

Note: This schedule shall be renewed subject to the terms and conditions outlined in the collective agreement.

10.02 The following is the administrative criteria with respect to sick leave entitlements:

- i) Except for sick leave entitlement during the first year of service, sick leave increments and re-accumulations occur only on January 1st of each year and after the employee's individual anniversary date, according to the schedule outlined in Article 10;

- ii) Any remaining sick leave credits are not carried over to the new year, unless on sick leave prior to January 1st.
- iii) Where an employee exhausts his/her full sick leave credits (130 days) he/she must return to work for twenty (20) consecutive shifts, based on the normally scheduled hours of his/her job, before the sick leave credits referred to in article 10.01 are restored. Days worked during a gradual return to work program do not count toward the 20 consecutive shifts required.
- iv) Where an employee is not actively at work due to illness, leave of absence without pay, on a modified work program or lay-off as of January 1st or July 1st of each year, the sick leave credits will not be restored until the employee can work at least twenty (20) consecutive full working days.
- v) Where the employee is actively at work for at least twenty (20) consecutive full working days by June 30th, he/she will receive his/her full sick leave credit commensurate with his/her service date.
- vi) Where the employee is actively at work for at least twenty (20) consecutive full working days on or after July 1st but before September 30th he/she will receive fifty percent (50%) of each of his/her 100% and 70% sick leave credits.
- vii) Where the employee is actively at work for at least twenty (20) consecutive full working days on or after October 1st, he/she will receive twenty-five percent (25%) of each of her 100% and 70% sick leave credits.

10.03 Sick Credits During Leave of Absence Without Pay

Subject to Article 10.02 when an employee is given leave of absence without pay for any reason or is laid off on account of lack of work, and returns upon the expiration of any such period, he/she shall, upon return to work, retain any credits outstanding prior to the commencement of such leave or layoff. If such leave or layoff commences prior to the January 1st re-accumulation date and ends on or after the January 1st re-accumulation date, the employee will receive their full sick leave credit commensurate with their service date if they return prior to June 30th and fifty percent (50%) of each of their 100% days and their 70% days if they return on or after July 1st.

Where an employee exhausts his/her full sick leave credits (130 days) he/she must return to work on full-time hours for at least twenty (20) working days before the sick leave credits are restored.

Where the provision of Article 10.02 apply, and the employee is required to complete twenty (20) working days as provided above, the amount of sick leave entitlement to be credited shall be determined by the day the employee returned to work, not the day the employee completed the twenty (20) working days.

10.04 Termination of Employment

Sick leave credit accumulation ceases on termination of employment for any reason.

10.05 Illness Exceeding Sick Leave Credits

Whenever an employee's days of illness exceed his/her cumulative sick leave credit, the excess days of illness shall not be carried forward but shall be regarded as days without pay.

10.06 In calculating salary or wages for days of sick leave standing to the credit of any employee, five (5) days' sick leave shall represent the equivalent of one (1) week of employment.

10.07 Sick Leave Credits

a) Short-term sick leave will apply to disabilities lasting up to one hundred and thirty (130) days and pay will be continued in accordance with the schedule set out under Article 10.01 above, subject to Article 10.02.

b) Use Of Credits

Sick leave credits shall be reduced by one-half (½) hour for each one-half (½) hour that an employee remains on the payroll because of absence due to illness. The employee shall remain on the payroll at his/her usual rate of pay, or until sick leave credits are exhausted.

10.08 Temporary employees shall not come within the provisions of the sick leave plan nor will they be granted sick leave with pay, **subject to Article 10.13 and Article 18.05.**

10.09 Paid holidays referred to in Article 8.01 shall not form part of the illness period or be chargeable against the accumulated sick leave.

10.10 Sick leave credits may be taken for reasons of sickness as earned. However, the Employer is authorized to deduct from the final pay cheque any sick leave payments made to a probationary employee released from employment during ~~the~~ probationary period.

10.11 The three (3) month service requirement provided for in Article 10.01 shall be completed as of the anniversary of the first day of the calendar month following the date of commencement of employment, and no sick pay shall be authorized for the period prior to such anniversary.

10.12 An employee who has worked continuously for three (3) full continuous months as a temporary full-time employee, and who subsequently transfer to permanent full-time without a break in service, will be credited upon such transfer with sick leave on a pro-rata basis and the employee shall be permitted immediate access to the sick leave plan upon transfer.

10.13 Medical Certificate

a) Medical Certificate - Fifth Day

i) Any employee whose illness extends to five (5) working day shall, on or before the fifth (5th) day, file an acceptable medical certificate with the Employee Health Unit

- ii) Notwithstanding the foregoing, the Employee Health Unit may require an employee to provide an acceptable medical certificate and/or a Fitness to Work Form for any absences of less than five (5) days where there is a demonstrated pattern of absences.
- iii) The costs to provide acceptable medical certificates and/or Fitness to Work Forms shall be reimbursed by the Employer upon submission of appropriate receipts up to a maximum of \$25 for an acceptable medical certificate and a maximum of \$25 for a Fitness to Work Form.

b) **Fitness to Work Form - Continued Illness**

A Fitness to Work Form completed by the employee's physician shall be filed with the Employee Health Unit by the employee when fifteen (15) days have elapsed and every thirty (30) days thereafter, since the commencement of the illness, or the date of the last Fitness to Work Form, for the duration of the illness.

The Fitness to Work Form shall provide information confirming the employee's inability to work and/or *medical* restrictions, *treatment regime*, prognosis for recovery, expected return to work date, and any limitations that would prevent the employee from doing his/her job. This Fitness to Work Form will be used to assist in developing a return to work plan, including temporary modified work and to accommodate any disability which creates a barrier to successful return to the employee's job, where such a plan and/or accommodation is possible.

The employee will give written informed consent on the Fitness to Work form for the Employee Health Unit to seek clarification from the employee's treating health care professional regarding the current condition that is affecting the employee's *ability* to participate in an early return to work and/or modified work. The employee must cooperate with the Employee Health Unit's ability to seek clarification to ensure the continuation of his/her sick leave benefits.

c) **Eligibility and Payment of Sick Benefits**

- i) In order to be eligible for sick leave benefits, the employee must inform his/her immediate Manager or designate of the employee's illness prior to the commencement of the scheduled shift. Where the employee is unable to do so at the commencement of the shift he/she shall advise the Manager by end of the day unless such notice is not reasonably possible. Failure to do so will result in the days off being without pay.
- ii) A Fitness to Work Form is required within the specified time frames to ensure payment of short term sickness benefits. Where the employee is unable to submit the Form within the time frames required, the days off may be without pay.
- iii) No employee shall draw short term sick benefits unless the absence is for his/her own illness or an ill dependant in accordance with provisions for that type of leave.

d) **Temporary Modified Duties**

- i) All modified duties and/or work assignments are temporary and intended to assist the employee's return to full duties. Such assignments shall be based on the employee's medical restrictions/abilities and on operational needs;
- ii) The assignment of an employee to modified duties does not create a vacancy within the bargaining unit; and
- iii) Modified duties and/or work assignments consistent with the employee's medical restrictions can be implemented by the Employer for the employee's immediate return to work instead of the employee remaining on short term sick leave.

e) **Termination of Sick Leave Benefits**

Sick leave benefits shall be discontinued when an employee refuses reasonable accommodation and/or temporary modified duties.

f) **Third Party Assessments**

The Employer shall have the right to require any employee to take a medical examination by a health care professional appointed by and paid for by the Employer.

- i) The results of the third party assessment shall be sent to the Employee Health Unit. The third party assessment shall be used in the following situations:
- ii) Functional or psychological ability assessment evaluations to facilitate an employee's safe and timely return to work by verifying the level of functional limitations, to match the employee's functional/psychological abilities to his/her current position or to an alternative vacant position when the employee is claiming the inability to perform the core duties of his/her position;
- iii) Provide medical follow-ups with employees to accelerate accessibility to proper care and prompt effective and safe return to work;
- iv) Verify there is sound, objective medical evidence and that there is a medical basis for the disability claim and/or the absence from work.

10.14 **Ill Dependant Leave**

An employee entitled to sick leave credits may utilize not more than ~~six~~ (6) working days per calendar year in order to care for ill dependants of the employee within the employee's immediate family. Such absences shall be deducted from the employee's available sick credits.

10.15 Accumulated Sick Leave Bank

Employees who have a sick leave bank, in accordance with the "Sick Leave Transition" Letter of Understanding attached to this agreement, may utilize their bank to "top-up" the sick leave provided under Article 10.01 as follows:

- a) When an employee exhausts 100% days, he/she will be paid at the 70% rate for absences. If the employee has a top-up bank his/her sick pay will be topped up to 100% on a seven (7) hour work day this will result in 2.1 hours drawn from their top-up bank of being paid at the 70% rate or "topping-up" to 100%.
- b) When an employee exhausts all sick leave credits and is subject to being placed on hours without pay in accordance with Article 10.01, he/she will have the option to "top-up" from his/her sick leave bank.

10.16 Pay While Awaiting WSIB Ruling

An employee who is injured on duty and who is unable to work as a result of such injury, shall, provided he/she has passed his/her probationary period, be paid an amount equal to his/her full net pay while the employee is off work which will be deducted from the employee's sick leave credits, until such time as a ruling has been made by the Workplace Safety Insurance Board upon the employee's claim including all appeals resulting from the claim. Such payment shall continue until "100% day" sick leave credits are exhausted, at which time the employee will have the option to have unused vacation and/or lieu time deducted; or to use their accumulated sick leave bank; or to take an unpaid leave of absence. "Net pay" is straight time regular wages, less legally required deductions.

If a Workplace Safety Insurance Board claim is subsequently approved, payment will continue from the "100% day" sick leave credits, and the Employer will apply the employee's entitlement from the Workplace Safety Insurance Board to the employee's "100% day" sick leave credits to replenish those credits on a pro-rata basis.

Such payment shall continue until "100% day" sick leave credits are exhausted, at which time the employee will have the option to have unused vacation and/or lieu time and/or accumulated sick leave bank time deducted and replenished on the same pro-rata basis as sick leave credits.

Where sick leave credits and/or, where the employee has opted to use vacation, lieu time and/or accumulated sick leave bank time, and these sources are depleted, the employee will receive his/her benefit directly from the Workplace Safety Insurance Board.

10.17 When Claim is Not Approved

Where the claim is subsequently not approved, there will be no replenishment of the employee's sick leave credits, vacation, lieu time and/or accumulated sick leave bank.

ARTICLE 11 - CAR ALLOWANCE

- 11.01 a) Where a nurse is required to use his/her privately owned motor vehicle on Regional business he/she shall be compensated at the non-taxable ~~cap~~ kilometer rate established yearly by (Canada Customs and Revenue Agency). Any increase in the non-taxable ~~cap~~ shall be the new fixed mileage rate.
- b) Parking and public transit expenses incurred by a nurse while on Regional business shall be reimbursed, upon submission of receipts, along with his/her mileage allowance.
- 11.02 All nurses shall be assigned a home base office. Mileage shall be calculated from the home base office or home, whichever is less.
- 11.03 Nurses will be reimbursed for ETR tolls ~~costs~~, when on York Regional business.
- 11.04 Nurses receiving mileage allowance shall disclose to their insurers that they are using their motor vehicles for business purposes and shall obtain third party liability insurance coverage in the minimum amount of one million dollars (\$1,000,000.00) inclusive coverage and shall file a certificate of such insurance coverage with the Employer.
- 11.05 The Employer shall provide for non-owned motor vehicle insurance coverage with respect to motor vehicles used by nurses employed by the Employer in the carrying out of their duties.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 The parties to this Agreement believe that it is important to address complaints and grievances as quickly as possible. Notwithstanding any provision contained in this Article, any nurse and/or Association may present a complaint at any time without recourse to the formal written procedure described herein.
- 12.02 A grievance shall be defined as a complaint regarding the interpretation or alleged violation of this Agreement, or, in the case of a nurse who has acquired seniority under this Agreement, a complaint that he/she has been discharged or disciplined without just cause.
- 12.03 No grievance shall be considered:
- a) which usurps the function of the Employer as set out in this Agreement, or
- b) where the circumstances giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance; in the case of a grievance involving computation of pay, the grievance may be filed within ten (10) days after receipt of pay.
- 12.04 The following grievance process shall apply. It is agreed that the time limits may be extended by mutual agreement of the parties.

Complaint Stage

Prior to the submission of a grievance, the nurse affected shall discuss his/her complaint with his/her manager in order to provide the manager with an opportunity to rectify the problem.

The nurse shall discuss the complaint with his/her manager within five (5) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the nurse.

Failing settlement within ten (10) working days, the complaint may then be taken up as a grievance within five (5) working days following the manager's decision. The grievance shall be processed in the following manner and sequence:

Step #1

The nurse may submit a written grievance, signed by the nurse, to the Director of his/her division (or designate). The grievance shall identify the nature of the grievance and the remedy sought and shall identify the provisions of the Agreement which are alleged to be violated.

The Director of his/her division (or designate) will meet with one or more members of the grievance committee and/or the nurse and will deliver a decision in writing within ten (10) working days following the day on which the grievance was presented.

Failing settlement, then:

Step #2

Within five (5) working days following the decision under Step #1, the nurse may submit the written grievance to the Commissioner of Community Services, Housing and Health (or designate).

The Commissioner of Community Services, Housing and Health (or designate) will meet with the grievance committee and/or the nurse and will deliver a decision in writing within ten (10) working days from the date on which the written grievance was presented.

Failing settlement, then:

Step #3

Within five (5) working days following the decision in Step #2, the grievance may be submitted in writing to the Chief Administrative Officer (or designate).

The Chief Administrative Officer (or designate) will meet with the grievance committee and/or the nurse and will deliver a decision in writing within ten (10) working days from the date on which the written grievance was presented.

Should no settlement be reached within five (5) working days, then the next step in the Grievance Procedure may be taken within five (5) working days thereafter.

12.05 If a final settlement of the grievance is not completed within ten (10) working days after the grievance has been submitted in writing at Step No. 3 of the Grievance Procedure, and if the grievance is one concerning the interpretation or alleged violation of this Agreement, or is a claim by a nurse that he/she has been discharged or disciplined without just cause, the grievance may be referred by either party to a Board of Arbitration or sole Arbitrator as provided in Article 14 at any time within ten (10) days thereafter, but not later.

- Note: i) Any of the time allowances provided above may be extended by mutual agreement between the parties.
- ii) Saturdays, Sundays and Paid Holidays shall not be counted in determining the time in which any action is to be taken or completed in any step of the Grievance and/or Arbitration Procedure.

ARTICLE 13 - DISCHARGE AND SUSPENSION CASES

- 13.01 In the event of an employee who has attained seniority being discharged or suspended from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 13.02 A claim by a nurse who has attained seniority and is covered by this Agreement, that he/she has been discharged or suspended, without just cause, shall be treated as a grievance, if a written statement of such grievance is lodged at Step No. 3 of the Grievance Procedure within ten (10) days after the occurrence of such discharge or suspension. The Employer shall notify the nurse of his/her right to have an Association representative present at any meeting to be held with the Employer where a discussion of his/her discharge or suspension takes place. If the nurse is to be discharged or suspended, a copy of the letter of discharge or suspension shall be forwarded to the Association. The Employer agrees to provide written reasons within a reasonable period of time to the affected nurse in the case of a discharge or suspension.
- 13.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE 14 - ARBITRATION

- 14.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the Grievance Procedure outlined in Article 12 and which has not been settled, will be referred to a Board of Arbitration at the request in writing of either of the parties hereto.

The parties agree to a sole Arbitrator where the grievance concerns:

- i) Selection decisions on job vacancies
ii) Premiums
iii) Scheduling issues

- iv) Compensation issues
- v) Entitlement leaves, including vacation
- vi) Discipline up to, but not including discharge
- vii) Short term layoffs
- viii) Dues issues
- ix) Any other issues agreed by the parties.

The matter shall be determined by a sole arbitrator unless the parties agree to proceed to a Board of Arbitration.

When either party requests that such matter be submitted to a sole arbitrator it shall make such request in writing to the other party to this Agreement and at the same time, it shall propose the name of a sole arbitrator. Within seven (7) calendar days thereafter, the other party shall agree in writing or propose an alternate name(s). If there is no agreement in writing within fourteen (14) calendar days, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The decision of the sole arbitrator shall be final and binding on both parties.

- 14.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Association, and a third person to act as Chairperson chosen by the other two members of the Board of Arbitration.
- 14.03 Within five (5) days of the request by either party for a Board of Arbitration each party shall notify the other of the name of its appointee. Should the recipient of the above request fail to appoint an appointee within the five (5) days, the Minister of Labour of the Province of Ontario will be asked to make the appointment.
- 14.04 Should the persons chosen by the Employer and the Association to act on the Board of Arbitration fail to agree on a third person within seven (7) days of the notification mentioned in Section 14.03, the Minister of Labour of the Province of Ontario will be asked to appoint a person to act as Chairperson.
- 14.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be final and binding on both parties. Where there is no majority decision, the decision of the chairperson shall be the decision of the Board.
- 14.06 The Board of Arbitration or sole Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 14.07 Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it and of its own witnesses, and the parties will jointly bear the expenses, if any, of the Chairperson.
- 14.08 No person shall be selected as arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

ARTICLE 15 - MANAGEMENT AND ASSOCIATION GRIEVANCES

15.01 It is understood that the Employer may submit to the Association any complaint with respect to the conduct of the Association, its officers or members, or any complaint that a contractual obligation undertaken by the Association in this Agreement has been violated. Such complaint, if not resolved by verbal discussion, shall be reduced to writing and delivered or forwarded to the Grievance Committee or other officer of the Association, whereupon it shall be discussed at Step No. 3 of the Grievance Procedure. Failing a satisfactory settlement within ten (10) days after the filing of such grievance, the Employer may refer it to Arbitration in accordance with the provisions of Article 14.

15.02 Association Grievance

The Association may file a grievance as defined in this Agreement which involves all or a substantial number of the nurses covered by this Agreement. Such grievance shall be submitted at Step No. 3 of the Grievance Procedure.

15.03 Group Grievance

Where a number of nurses have a similar grievance and each nurse would be entitled to grieve separately, they may present a group grievance in writing identifying each nurse who is grieving to the Director or his/her designate, within seven (7) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the nurses. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the proper assessing of such grievance.

ARTICLE 16 - NO STRIKES - NO LOCKOUTS

16.01 There shall be no strikes or lockouts during the term of this Agreement. The term "strikes" and "lockouts" shall be as defined in the Labour Relations Act of the Province of Ontario and amendments thereto.

16.02 The Association further agrees that it will not involve any nurse of the Employer during working hours, or the Employer itself, in any dispute which may arise between any other Employer and the nurses of such other Employer.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Death In Immediate Family

- a) When a death occurs in the immediate family of a regularly employed nurse, he/she shall be granted not more than five (5) working days' leave of absence with pay.
- b) Where the funeral in respect of the death referred to in subparagraph (a) takes place outside Ontario, a nurse shall be granted, in addition to the leave of absence

referred to in sub-paragraph (a), reasonable leave of absence for travelling time not to exceed **six (6)** days for the purpose of attending the funeral.

- c) For the purposes of this Article, immediate family is defined as: parents, spouse including same sex partner, child, brother, sister, grandparents, grandchildren, parents of the spouse, sister-in-law, brother-in-law, son-in-law, and daughter-in-law, or any of them, of a nurse.
- d) For the purposes of this Article, "parent" shall mean a person who has demonstrated a settled intention to treat the employee as a child of his or her family.

17.02 Leave to Attend a Funeral

An Employee may, on application to the Division Director, or designate, or to a person delegated by him/her, be granted one (1) day's leave with pay to attend a funeral.

17.03 Educational Leave

- a) As it is recognized that substantial contributions **can** be made to the total public health program through the dissemination of information obtained during educational leave and **short** courses, each nurse should be given equal opportunity to participate in courses which the Employer decides to participate in.

Information concerning **such** courses and/or workshops pertaining to any aspect of **nursing** shall be posted as far as possible in advance **so** that nurses may make application for leave. During **attendance** at such **courses** the Employer will continue the nurse's salary and shall pay at its sole discretion such further amounts on account of pay, travel and reasonable living expenses as it deems advisable.

- b) The Employer, upon request, may grant a two (2) year leave of absence without **loss** of seniority, to a nurse making such a request for the purpose of furthering his/her education. Flexible scheduling of hours of work may be considered as an option to accommodate the nurses' desire to further his/her education. Requests for such leave or flexible scheduling options shall not be unreasonably denied.

Upon return from the educational leave, the nurse will be reinstated to the same team and office prior to the leave if available.

- c) Where the Director or her/his designate request a nurse to attend an education or training course in the interest of the Employer and where such course is related to the activities within the Department in which the nurse is engaged, attendance at such course shall involve no expense to the nurse concerned for tuition, fees, transportation according to Regional policy, meals and out-of-pocket expenses directly related to the course and his/her salary while on course shall continue. The same shall apply when the course is taken through correspondence and shall involve no absence from the nurse's regular duty.

- 17.04 When a nurse has completed a course relevant to his/her duties he/she shall be granted leave of absence with pay to write the required examination.

17.05 Leave of absence with pay to attend professional meetings (e.g. OPHA, RNAO) of up to five (5) days per year shall be granted at the discretion of the Employer.

17.06 a) Personal Reasons

Requests for leaves of absence without pay for personal reasons will be considered on an individual basis by the Division Director or designate. Such requests are to be made as far as possible in advance, and the said Division Director or designate will reply in writing except in cases of emergency.

- b) A nurse may use up to a maximum of six (6) days, if available, from the sick leave plan of his/her sick leave credits per calendar year to attend to his/her sick spouse or dependants. The Employer is entitled to require proof of illness of the said spouse or dependants before authorizing payment

17.07 Professional Leaves

a) Association Leave

Leave of absence without pay to attend Association business will be granted at the discretion of the Division Director, or designate, provided that such leaves will not be unreasonably withheld. During the leaves of absence the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

b) ONA Provincial President

A nurse who is elected to the office of President of the Ontario Nurses' Association, shall be granted, upon request, leave(s) of absence without loss of seniority and service up to two (2) years. The nurse agrees to notify the Employer of his/her intention to return to work within two (2) weeks following termination of office.

c) Board of Directors

A nurse who is elected to the Board of Directors of the Ontario Nurses' Association other than to the office of President, shall be granted leave of absence without pay such leaves of absence as he/she may need to fulfill the duties of the position. There shall be no loss of seniority or credits for the purposes of salary advancement or vacation entitlements or other benefits during such leave of absence. Leave of absence for Board members of the Ontario Nurses' Association will be separate from the Association leave provided in Article 17.07 a).

Such leaves will be subject to approval of the Division Director or Designate. Such leaves will not be unreasonably denied.

d) **College of Nurses**

Professional leave with pay, will be granted to nurses who are elected to the College of Nurses to attend regularly scheduled meetings of the College of Nurses.

Such leaves will be subject to approval of the Division Director or Designate. Such leaves will not be unreasonably denied.

e) **ONA Provincial Committee**

A nurse who is elected to a provincial committee of the Ontario Nurses' Association, may, subject to the efficient operations of the Employer, be granted a leave of absence to fulfil the duties of his/her position. Reasonable notice shall be given to the Employer for such leave of absence. Such leave shall not be unreasonably denied. There shall be no loss of seniority or service during such leave of absence. Leave of absence under this provision shall be in addition to the Association leave provided elsewhere in this agreement. During such leave of absence, the nurse's salary and applicable benefits shall be maintained by the Employer and the Association agrees to re-imburse the Employer in the amount of the full cost of such salary and applicable benefits.

17.08 Parenting Leave (Pregnancy, Parental and Adoption)

Parental Pregnancy Leave will be granted in accordance with the Employment Standards Act (E.S.A.), as amended from time to time as follows:

- a) The service requirement for eligibility for parental or pregnancy leave shall be thirteen (13) weeks. Nurses possessing the service requirement will be eligible for pregnancy leave of up to fifteen (15) weeks and a two (2) week waiting period and a subsequent parental leave of up to thirty-five (35) weeks, total leave to fifty-two (52) weeks, immediately following the pregnancy leave.
- b) The nurse shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and four (4) weeks notice of the expected date of return. This notice shall be waived in the event of pregnancy complications, premature birth or the sudden coming into care of an adoptive child.
- c) At the end of the parental/pregnancy leave the nurse shall be reinstated to his/her former position (same team and office) unless the position has been discontinued in which case he/she shall be given a comparable job.
- d) Parental leave of up to thirty-five (35) weeks is available to each parent in the bargaining unit who possesses the service requirement of thirteen (13) weeks. Birth mothers who wish to take parental leave must do so immediately following the expiration of their pregnancy leave. All other eligible parents may take this leave within fifty-two (52) weeks of the child being born or coming into care.
- e) A nurse shall be allowed to commence his/her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery.

- f) Parents shall be defined to include adoptive parents and common-law spouses as defined in the Family Law Reform Act of Ontario as amended from time to time.
- g) Nurses newly hired to replace nurses who are on pregnancy, parental or extended leave may be released and such release shall not be the subject of a grievance or arbitration. If retained by the Employer in a permanent position, the nurse shall be credited with seniority from date of hire subject to successfully completing his/her probationary period as per Article 6.01.
- h) On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental unemployment Benefit (SUB) Plan, a nurse who is on parental/pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance parental/pregnancy benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of his/her regular weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Employer of the nurse's Employment Insurance cheque stub as proof that he/she is in receipt of Employment Insurance parental/pregnancy benefits, and shall continue while the nurse is in receipt of such benefits for a maximum period of twenty-five (25) weeks. The nurse's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours.

The benefits provided herein are subject to the terms and conditions of the SUB Plan registered with the Employment Insurance Commission.

The Employer agrees to pay 75% of the employee's regular weekly earnings for up to two (2) weeks of any applicable waiting period under the Employment Insurance Act.

17.09 Reinstatement

A nurse returning to work on the expiration of the leave of absence provided herein shall be reinstated in the position held prior to the commencement of such leave or in a comparable position on the same team and in the same office, if available.

17.10 Jury Duty and Court Attendance

- a) A nurse served with a jury notice or with a subpoena requiring attendance at court shall forthwith notify his/her immediate supervisor.
- b) A nurse shall be paid for time actually spent on jury duty or for time spent in attendance under subpoena at court provided such nurse furnishes to his/her immediate supervisor a written statement from a proper public official or the solicitor or counsel of the party on whose behalf he/she is subpoenaed, certifying as to the date and time of his/her court attendance and the amount of remuneration received and provided that the nurse pays to the Employer the amount of such remuneration other than mileage and meal allowances.

- c) A nurse called for jury **duty** or subpoenaed for attendance at court and who is temporarily excused from such duty or attendance must report for work if a reasonable period of time remains to be worked in his/her shift.

17.11 Special Leave of Absence

Nurses will be granted special leave of absence with pay and without **loss** of seniority or service for the following reasons provided that the nurse provides verification of the Occurrence of the event upon request by his/her immediate supervisor:

Reason	Leave with Pay
Major fire or flood of nurse's principal residence or principal recreation property	up to three (3) days, at discretion of immediate supervisor
For moving a nurse's principal residence	one (1) day per year
Nurse's attendance at Canadian Citizenship Court to take oath of citizenship	one (1) day
The placement of a child with the nurse for adoption	one (1) day

The above special leave of absence is not available to casual nursing staff.

17.12 Pre-Paid Leave Plan

The Employer agrees to introduce a prepaid leave program, funded solely by the nurse, subject to the following terms and conditions:

- a) The plan is available to nurses wishing to spread four (4) years salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The nurse must make written application to the Division Director at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- c) The year for purposes of the program shall be January 1 of one year to December 31 the same year. The Employer may consider extenuating circumstances to consider altering the leave.
- d) Written applications will be reviewed by the Division Director. Applications for leaves requested will be given on the basis of seniority.
- e) During the four (4) years of salary deferral, 20% of the nurse's gross annual earnings will be deducted and held for the nurse and will not be accessible to her or him until the year of the leave or upon withdrawal from the plan.

- f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the nurse at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the nurse.
- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time nurses shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Ontario Municipal Employees Retirement System will be in accordance with the Plan. Full-time nurses will not be eligible to participate in the disability income plan during the year of leave.
- i) A nurse may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Division Director or designate. Deferred salary, plus accrued interest, if any, will be returned to the nurse, within a reasonable period of time.
- j) If the nurse terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the nurse within a reasonable period of time. In case of the nurse's death, the funds will be paid to the nurse's estate.
- k) The Employer will endeavour to find a temporary replacement for the nurse as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the nurse as much notice as is reasonably possible. The nurse will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the nurse within a reasonable period of time.
- l) The nurse will be reinstated to her or his former position unless the position has been discontinued, in which case the nurse shall be given a comparable job.
- m) Final approval for entry into the prepaid leave program will be subject to the nurse entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the nurse's pay. Such agreement will include:
 - i) A statement that the nurse is entering the prepaid leave program in accordance with Article 17.12 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

The letter of application from the nurse to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 18 - BENEFIT PLANS

18.01 Benefit Plans

- a) . The Employer will, subject to Article 18.02, make available a comprehensive group benefit plan, to PFT and PPT (pro-rata) nurses up to age 65, which is described in full in the benefit booklet made available on the Region's intranet site, and includes the following provisions:

<u>Summary of Benefits</u>	<u>Limits</u>
Employer Health Tax	
Group Life Insurance (2 x annual salary to a maximum of \$150,000); Accidental Death & Dismemberment (2 x annual salary to a maximum of \$150,000)	
Extended Health Coverage which includes:	
Drug Plan	Positive Enrolment First payer Prescription drug dispensing fee maximum \$9.00 per prescription 100% National Formulary 80% Plan 84
Vision Care	\$300 per person in a 24 month period Eye examinations by an Ophthalmologist or Optometrist limited to one examination in a 24 month period for the member and each covered dependant.
Semi-Private Hospitalization	Maximum of \$175.00 per diem
Supplementary Health Care	Services of a Registered Nurse (RN), Registered Nursing Assistant (RNA) or Registered Practical Nurse (RPN) provided in the patient's home limited to \$25,000 in a calendar year.

<u>Summary of Benefits</u>	<u>Limits</u>
	Out of Province/Country Emergency and Travel Assistance Benefit Speech Pathologist \$500 per calendar year Chiropractor - \$500 per calendar year Psychologist or Masters of Social Work up to \$500 annually
Dental Coverage which includes:	Basic preventive dentistry at 100% of current ODA fee schedule for general practitioner?.. No deductible. Maximum of \$1,500 per person annually. 9 month recall frequency Major restorative dentistry at 80% of current ODA fee schedule for general practitioners. No deductible. Maximum of \$2,000 per person annually. Orthodontics \$2000 lifetime maximum per person
Long Term Disability	75% of monthly earnings to an all source maximum of \$4,000

Clarification Note: The reference to 'Employer Health Tax' is not the employee health premium tax which is payable pursuant to Bill 106.

- b) Employees will be subject to positive enrollment and will be eligible for benefits in accordance with Article **18.05**.

18.02 It is understood and agreed that the only obligation of the Employer under Article **18.01** is to pay the appropriate premium for the particular coverage listed therein. It is further understood and agreed that the Employer is not an insurer as to any benefits available, and the exact terms of coverage must be ascertained from the provisions of the particular policies of insurance listed therein.

18.03 Pension benefits will be provided in accordance with the basic pension under the Ontario Municipal Employees Retirement System Act integrated with the Canada Pension Plan.

18.04 Payment of Benefits for Early Retirees

The Employer agrees that employees with twenty (20) year? of service with York Region will be eligible to have Extended Health and Dental Benefits continue, paid by the Employer from the time of retirement, which shall not be earlier than age fifty- five (55) years, to the end of the month in which she/he turns sixty-five (65).

The benefit coverage provided to early retirees will be equal to that coverage provided active employees. Any changes made to the benefit coverage for active employees will also be made to the coverage provided to retired employees.

18.05 Benefits for Classification of Nurses

Benefit	Permanent Full-Time	Permanent Part-Time	Temporary Full-Time	Temporary Part-Time	Casual
Employer Health Tax	Legislated Health Tax paid by the Employer	Legislated Health Tax paid by the Employer	Legislated Health Tax paid by the Employer	Legislated Health Tax paid by the Employer	Legislated Health Tax paid by the Employer
Group Insurance Plan LIFE & AD&D	All PFT Nurses are enrolled and premiums paid 100% by Employer	All PPT Nurses working at least 15 hours per week are enrolled and premiums paid 100% by Employer	All TFT Nurses are enrolled and premiums paid 100% by Employer	All TPT Nurses working at least 15 hours per week are enrolled and premiums paid 100% by Employer	Casual Nurses do not participate in the group benefit plans
Group insurance Plan LTD	All PFT Nurses are enrolled and premiums paid 100% by Employer	All PPT Nurses working at least 15 hours per week are enrolled and premium paid 100% by Employer	TFT Nurses do not participate in the LTD benefit	TPT Nurses do not participate in the LTD benefit	Casual Nurses do not participate in the group benefit plans
Group Insurance Plan Extended Health & Dental	All PFT Nurses are enrolled and premiums paid 100% by Employer	Participation is optional and premiums are shared pro-rata based on regularly scheduled hours	All TFT hired the date of ratification of this agreement will receive a Health Care Spending Account of \$1,500 per year, pro-rated based on start date) in lieu of the group benefits	All TPT will receive a Health Care Spending Account of \$1,500 per year, pro-rated based on start date and scheduled hours) in lieu of the group benefits**	Casual Nurses do not participate in the group benefit plans

* TPT (pro-rata) TFT nurses currently enrolled in the benefit plan will have that entitlement grandfathered

** There will be no carryover of unspent amount of health care spending account

Benefit	Permanent Full-Time	Permanent Part-Time	Temporary Full-Time	Temporary Part-Time	Casual
Short Term Disability Plan	Entitlement as provided in Article 10 of the Collective Agreement	Entitlement as provided in Article 10 of the Collective Agreement – Pro-rata based on regularly scheduled hours	Temporary Nurses do not participate in the Short Term Disability Plan but will receive three (3) non-cumulative sick days per year	Temporary Nurses do not participate in the Short Term Disability Plan	Casual Nurses do not participate in the Short Term Disability Plan
Vacation	Entitlement as per Article 9.	Pro-rata (based on regularly scheduled hours) as per Article 9	Entitlement as per Article 9.01 (c)	Entitlement as per Article 9.01 (c)	Entitlement as per Article 9.01 (c)
Paid Holidays	Entitlement as provided as per Article 8	Entitlement as provided by Article 8 Pro-rata based on scheduled hours	Entitled to paid holidays that occur during period of employment	Entitlement as per Employment Standards Act	Entitlement as per Employment Standards Act
OMERS	Participation mandatory from date of employment	Participation optional based on the requirements of the plan	Participation optional based on the requirements of the plan	Participation optional based on the requirements of the plan	Participation optional based on the requirements of the plan

18.06 The Employer may substitute another Carrier for any plan provided that the benefits conferred thereby are not decreased. Such substitution will not occur unless there is sixty (60) days notice to the Association.

18.07 A permanent full-time employee who has completed his/her probationary period and who is on extended illness or injury and who uses all accumulated Sick Leave prior to the commencement of Long Term Disability, will continue to be covered for the following benefits:

Dental Plan	Paid by Employer
Extended Health Care (includes drugs & vision care)	Paid by Employer
Life Insurance	Paid by Employer
Long Term Disability	Paid by Employer
O.M.E.R.S.	Waiver of employee contributions after fourth month of illness or injury.

Permanent part-time employees in receipt of the above noted benefits on a pro-rata basis are entitled to have those benefits maintained while awaiting an LTD claim decision, provided that the employee contributions are maintained.

A permanent full-time employee on qualifying for Long Term Disability will be entitled to the following benefits from the commencement of L.T.D. for a period of two (2) years or until he/she is no longer considered by the carrier to be totally disabled, whichever period is shorter:

O.M.E.R.S.	Waiver of employee contributions
Dental	Paid by the Employer
Life Insurance	Waiver of premium
Extended Health Care (includes drugs & vision care)	Paid by Employer

Permanent part-time employees in receipt of the above noted benefits on a pro-rata basis, on qualifying for Long Term Disability, will be entitled to the benefits from the commencement of L.T.D. for a period of two (2) years or until he/she is no longer considered by the carrier to be totally disabled, whichever period is shorter, provided that the employee contributions are maintained.

- 18.08 The Employer agrees to maintain malpractice and professional liability insurance coverage for nurses covered by this agreement.

ARTICLE 19 - MISCELLANEOUS

- 19.01 The Employer may conduct a tuberculin skin test on all new employees and shall be responsible for the cost of the testing. A chest x-ray will be required unless the employee can provide proof of a chest x-ray within the preceding twelve (12) months or has skin-tested tuberculin negative. Subsequent chest x-rays for those testing positive may be required, if so requested by the employee's physician.
- 19.02 Where laboratory coats are required in any area, they shall be provided and laundered by the Employer.
- 19.03 **General-Clothing and Equipment**
- a) The Employer will provide safety equipment and protective clothing sufficient to protect the employee from injury to all employees who are required to perform duties where hazards exist. Where the Employer provides such equipment or clothing, it must be used or worn by the employee, provided however that it is recognized that there may be occasions during an employee's working hours when the use or wear of such equipment or clothing may be unnecessary to the employee's safety or well-being.
- b) Footwear - The Employer agrees to reimburse an employee to a maximum amount of \$60.00 per year upon presentation of a satisfactory receipt for those employees regularly required as part of their job to be working out of doors with the Street Outreach Program.

- c) Parkas - The Employer agrees to provide a parka to those employees regularly required as part of their job to be working out of doors during the winter months with the Street Outreach Program.

19.04 Meal Allowance Street Outreach Van

The Employer agrees to reimburse an employee for a meal allowance to a maximum amount of \$15.00 per shift upon presentation of a satisfactory receipt for his/her shift working on the Street Outreach Van.

- 19.05 If a nurse wishes to resign, he/she must submit a written resignation to his/her immediate supervisor/manager at least two (2) weeks notice in advance of the date of termination of service.
- 19.06 The Employer shall undertake to supply all nurses with a copy of the Collective Agreement, and the cost of doing so will be shared equally by the Association and the Employer.
- 19.07 The parties agree that a joint Health and Safety Committee shall be established and shall function in accordance with the applicable legislation and regulations.
- 19.08 The parties agree that any written notice provided for this agreement shall be effectively given by:

As to ONA - delivery by hand or prepaid registered post to an ONA representative or the ONA office at:

85 Grenville Street,
Suite 600,
Toronto, Ontario.
M5S 3A2

As to the Employer - delivery by hand or prepaid registered post to the Employer at:

17250 Yonge Street,
Newmarket, Ontario.
L3Y 6Z1

and every such notice shall be deemed to be given on the day it was so mailed or delivered.

- 19.09 Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa, where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.
- 19.10 The Employer and the Association agree that a direct deposit method of payment of salaries may be implemented provided the nurse's salary is deposited in his/her account at her bank, trust company or credit union of his/her choice every second Thursday. Pay stubs shall be available and/or mailed on pay day.

19.11 Driver's Abstract

If an employee is required by the Region to drive his/her personal vehicle on Region business, or to operate Regional vehicles or equipment, the employee shall provide a driver's licence abstract from the Ministry of Transportation of Ontario at the time of hire and then at least once per year. The Region shall pay the cost of the yearly driver's licence abstract.

19.12 Driver's Licence Suspension

- a) If an employee, who is required by the Region to drive his/her personal vehicle on Region business, or to operate Regional vehicles or equipment, loses his/her driver's licence, given a reduced classification and/or is otherwise prohibited from operating a vehicle, she must immediately advise her Manager.
- b) When an employee **loses** his/her licence and is therefore unable to perform the essential duties of his/her job, he/she shall be given an unpaid leave of absence for the same period of time he/she is without his/her driver's licence and/or prohibited from driving;
- c) When the licence is restored, the employee shall return from his/her unpaid leave of absence within ten (**10**) days of the receiving the licence;
- d) When an employee loses his/her licence for a second time, the employee shall be terminated unless:
 - i) a driver's licence is not an essential part of the employee's job; or,
 - ii) the employee has the skill and ability to perform the duties and responsibilities of a vacant position that does not require driving on Region business. The employee shall be paid the rate of pay of the vacant position.

ARTICLE 20 - PERFORMANCE, REVIEW AND FILES

- 20.01 a) A nurse shall be given an opportunity to sign all evaluations of reviews of his/her performance and shall also be given an opportunity to sign all adverse reports pertaining to the performance of his/her duties in his/her current position, which are placed on his/her Personnel File in Human Resource Services. Such nurse shall be provided with a copy of his/her evaluation upon request.
- b) A copy of any completed evaluation which is to be placed in a nurse's Personnel File in Human Resources shall be first reviewed with the nurse. The nurse shall initial such evaluation as having been read and shall have the opportunity to add her or his views to such evaluation prior to it being placed in her or his Personnel File. It is understood that such evaluations do not constitute disciplinary action by the Employer against the nurse.

- c) Each nurse shall have reasonable access to all her or his files for the purpose of reviewing their contents in the presence of the Human Resources Representative. A copy of the evaluation will be provided to the nurse at her or his request.
- d) Any letter of reprimand, suspension, counselling or other sanction will be removed from the record of a nurse eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such nurse's record has been discipline free for eighteen (18) months.

**ARTICLE 21 - ORIENTATION, PROFESSIONAL
DEVELOPMENT AND PROFESSIONAL RESPONSIBILITY**

21.01 All nurses, including Child-birth Educators, shall have the opportunity for professional growth through programs designed to assist the individual to function more effectively. These shall include:

- i) An orientation program;
- ii) **Staff** education program for **all** nurses including part-time nurses;
- iii) An employee shall suffer no loss of regular pay or mileage by reason of his/her participation in such programs;
- iv) The above programs shall be offered at least five (5) times a year.
- v) Childbirth Educators shall receive their regular straight time hourly rate for in-service, where attendance is mandatory.
- vi) The Employer shall provide the opportunity for CPR training twice a year. Nurses shall have the opportunity to attend one such training session without loss of regular earnings and at no cost to the nurse.

21.02 In the event that the Employer assigns a workload to an individual nurse or group of nurses such that he/she or they have cause to believe that he/she or they are being asked to perform more work than is consistent with proper client care, he/she or they shall:

- i) Complain in writing to the Association/Management Committee within **fifteen** (15) calendar days of the alleged improper assignment. The chairperson of the Association/Management committee shall convene a meeting of the committee within ten (10) calendar days of the filing of the complaint. The committee shall hear and attempt to resolve the complaint to the satisfaction of both parties.

- ii) Failing resolution of the complaint within fifteen (15) calendar days of the meeting of the Association/Management Committee, the complaint shall be forwarded to the Director of Public Health or designate, where a meeting shall be scheduled within fifteen (15) calendar days in an effort to resolve the complaint. Failing resolution of the complaint with the Director of Public Health or designate, the complaint shall be forwarded to the Commissioner of Health Services or designate, where a meeting shall be scheduled within fifteen (15) calendar days for final resolution of the complaint.

**ARTICLE 22 - STANDBY/CALL-BACK
PROVISIONS FOR THE PUBLIC HEALTH DIVISIONS**

22.01 Standby

- a) A nurse who is required to remain available for duty on standby outside her regularly scheduled working hours shall receive standby pay in the amount of \$4.00 an hour for each hour the nurse is scheduled by the Employer to be on standby. Such standby pay shall not be included as part of regular working hours for the purposes of calculating overtime.

Standby on a Statutory Holiday will be paid at \$6.00 per hour.

- b) A nurse will receive public holiday pay in compliance with Employment Standards Act (ESA). A nurse who is required to work on any of the above holidays shall be paid at the rate of time and one-half (1%).
- c) Standby Duration
 - i) Standby referred to in a) above shall not exceed eight (8) consecutive days.
 - ii) If mutually agreed upon between employee and Employer, standby referred to in i) can exceed eight (8) consecutive days.

22.02 Call Back

Where a nurse is required to work, the nurse shall keep a record of all such time worked and shall be paid as follows:

- a) a minimum of four (4) hours at regular rates for all call backs during a standby assignment totalling four (4) hours or less.

For clarity any number of call-backs which total four (4) hours will be paid at regular rates.

- b) Overtime rates at time and one-half (1%) for actual time spent on call backs beyond the four (4) hour minimum.

- c) A minimum of one (1) hour of pay at overtime rates at time and one-half (1%) for all accumulated telephone calls during the standby assignment totalling one (1) hour or less.
- d) Overtime rates ~~at~~ time and one-half (1%) for actual time spent on accumulated telephone calls during the standby assignment beyond the one (1) hour minimum.

22.03 Nurses on standby/call back outside their regular working hours and who shall be scheduled to work standby/call-back shall have their schedules posted four (4) weeks in advance of a ~~six~~ week (6) week period.

22.04 All ~~staff~~ on standby shall be provided with required equipment.

22.05 An orientation will be provided to nurses participating in standby/call back assignments.

ARTICLE 23 - INFLUENZA VACCINE

23.01 The parties agree that influenza vaccinations may be beneficial for employees. Upon a recommendation pertaining to a work location or a specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply

- a) The employee shall, subject to the following, be required to be vaccinated for influenza;
- b) If the full cost of such medication is not covered by ~~some~~ other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine;
- c) The Employer recognize that employees have the right to refuse any required vaccination, subject to a mandatory legislative requirement;
- d) If the employee refuses ~~to~~ take the vaccine required under this provision, she may ~~be~~ placed on an unpaid leave of absence during any influenza outbreak in her work location or designated area(s) until such time ~~as~~ the employee is cleared to return to work. If the employee is placed on unpaid leave, she can use banked lieu time or vacation credits in order to keep her pay whole;
- e) If the employee refuses to take the vaccine because it is medically contraindicated and where a medical certificate is provided to this effect, she will be reassigned during the outbreak period, unless reassignment is not possible, in which ~~case~~ the employee will be paid. Such reassignment shall not adversely impact on the scheduling hours of other nurses.
- f) If the employee gets sick as a result of the vaccination and applies for WSIB, the Employer will not oppose the claim;

- g) notwithstanding the above, the Employer must offer the vaccine on a voluntary basis to employees free of charge to be given on the hours the nurse is scheduled to work.
- h) This clause shall be interpreted in a manner consistent with the Ontario Human Rights code.

ARTICLE 24 - RETROACTIVITY

24.01 Wage Adjustments

The salary increases are:

- a) 3% effective April 1, 2006
- b) 2.2% effective April 1, 2006 – Pay Equity Adjustment
- c) 2.25% effective April 1, 2007
- d) 2.2% effective April 1, 2008

24.02 Retroactivity

- a) The effective date for retroactive purposes shall be January 1, 2006, the day following the expiry date of the previous Agreement.
- b) Except for the salary adjustments of 5.2% for 2006 under Article 24.01, retroactive to April 1, 2006, all the terms and conditions in the collective agreement shall be implemented upon ratification by both parties.

ARTICLE 25 - GROUP OR TEAM LEADER

- 25.01 Whenever a nurse is assigned additional responsibilities to direct, supervise or oversee work of employees within his/her classification and/or be assigned overall responsibility for client programs for a shift, the employee shall be paid a premium of seventy cents (.70¢) per hour in addition to his/her regular salary.

ARTICLE 26 - PAY EQUITY MAINTENANCE

- 26.01 Pay Equity shall be maintained on the basis of the proportional value rate of 103.42% of the CUPE Local 905 (YRU) Pay Grade 13 for the duration of this collective agreement or until the Pay Equity Act is repealed, whichever happens first.

ARTICLE 27 - DURATION OF AGREEMENT


27.01 This Agreement shall remain in full force and effect from the 1st day of January, 2006, and extend to the 31st day of March, 2009, and from year to year thereafter, unless either party notifies the other in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification will be made not more than ninety (90) days and not less than thirty (30) days prior to the termination date of this Agreement


IN WITNESS WHEREOF the representatives of the Ontario Nurses' Association have signed and the Regional Municipality of York has caused to be affixed its corporate seal duly attested by its proper signing officers.

DATED at Newmarket, Ontario on this 29 day of September, 2006.

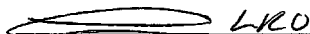
THE REGIONAL MUNICIPALITY OF YORK


ONTARIO NURSES ASSOCIATION



Chairman


Chief Administrative Officer





SCHEDULE "A"

SALARY SCHEDULE – APRIL 1, 2006

Job Title	Grade	Step	Hourly Rate
Registered Nurse	1	1	28.84
		2	30.00
		3	31.22
		4	32.49
		5	33.80
Public Health Nurse	2	1	31.99
		2	33.29
		3	34.64
		4	36.04
		5	37.50
Childbirth Educator	3	1	37.50
Clinical Nurse Specialist	4	1	33.22
		2	34.58
		3	36.00
		4	37.53
		5	39.10

Childbirth Educators shall be paid for a period of three (3) hours per lecture, representing one (1) hour of set-up and dismantling time and two (2) hours of class-delivery time. Where a Childbirth Educator is required to work in excess of the three (3) hour period, he/she shall subsequently notify his/her manager, and shall be paid the excess time at the regular hourly rate, but, in any event, the maximum total paid hours will not exceed four (4) per lecture. Where a Childbirth Educator is required to work in excess of the three (3) hour period, he/she shall subsequently notify his/her manager, and shall be paid the excess time at the regular hourly rate. The maximum total paid hours will not exceed four (4) hours per lecture.

SCHEDULE "A"

SALARY SCHEDULE – APRIL 1, 2007

Job Title	Grade	Step	Hourly Rate
Registered Nurse	1	1	29.49
		2	30.68
		3	31.92
		4	33.23
		5	34.56
Public Health Nurse	2	1	32.71
		2	34.04
		3	35.42
		4	36.85
		5	38.34
Childbirth Educator	3	1	38.34
Clinical Nurse Specialist	4	1	33.97
		2	35.36
		3	36.81
		4	38.37
		5	39.98

Childbirth Educators shall be paid for a period of three (3) hours per lecture, representing one (1) hour of set-up and dismantling time and two (2) hours of class-delivery time. Where a Childbirth Educator is required to work in excess of the three (3) hour period, he/she shall subsequently notify his/her manager, and shall be paid the excess time at the regular hourly rate, but, in any event, the maximum total paid hours will not exceed four (4) per lecture. Where a Childbirth Educator is required to work in excess of the three (3) hour period, he/she shall subsequently notify his/her manager, and shall be paid the excess time at the regular hourly rate. The maximum total paid hours will not exceed four (4) hours per lecture.

SCHEDULE "A"

SALARY SCHEDULE – APRIL 1, 2008

Job Title	Grade	Step	Hourly Rate
Registered Nurse	1	1	30.14
		2	31.35
		3	32.63
		4	33.96
		5	35.32
Public Health Nurse	2	1	33.43
		2	34.79
		3	36.20
		4	37.66
		5	39.19
Childbirth Educator	3	1	39.19
Clinical Nurse Specialist	4	1	34.71
		2	36.14
		3	37.62
		4	39.22
		5	40.86

Childbirth Educators shall be paid for a period of three (3) hours per lecture, representing one (1) hour of set-up and dismantling time and two (2) hours of class-delivery time. Where a Childbirth Educator is required to work in excess of the three (3) hour period, he/she shall subsequently notify his/her manager, and shall be paid the excess time at the regular hourly rate, but, in any event, the maximum total paid hours will not exceed four (4) per lecture. Where a Childbirth Educator is required to work in excess of the three (3) hour period, he/she shall subsequently notify his/her manager, and shall be paid the excess time at the regular hourly rate. The maximum total paid hours will not exceed four (4) hours per lecture.

LETTER OF UNDERSTANDING
BETWEEN
~~THE~~ REGIONAL MUNICIPALITY OF YORK
AND
ONTARIO NURSES ASSOCIATION
AND ITS LOCAL 16

RE: Sick Leave Transition

1. The parties agree that ~~this~~ Letter of Understanding shall remain in effect and survive all future Collective Agreement renewals until all employees affected by it are no longer employees of York Region or any successor Employer(s).
2. All employees who were employees of the Region as of December 31, 1999 will be placed on the schedule of sick leave credits contained in Article 10 consistent with their accumulated service as of January 1, 2000.
3. All employees on the payroll effective May 13, 1999 who have fewer than 235 accumulated sick leave days, as of December 31, 1999 will be credited with an accumulated sick bank of fifty percent (50%) of their unused sick leave remaining to their credit at that time. The unused credits shall include credits acquired under the following provisions of the Collective Agreement:
4. All employees, on or after May 13, 1999 will be credited with an accumulated sick leave bank of one hundred percent (100%) of their unused sick leave remaining to their credit as of December 31st, 1999.
5. The employees referred to in item 3 shall have the option of receiving payment for the remaining fifty percent (50%) of unused sick leave credit at their rate of pay in effect as of January 1, 2000 or deferring payment until their retirement, termination or death, as provided for hereunder. For clarity those employees who choose to defer payment until retirement, termination or death shall receive payment at their rate of pay in effect at the time of retirement termination or death.
6. The employees referred to in item 4 shall, upon completion of five (5) years of service be eligible to elect a payout or defer payment of fifty percent (50%) of their unused bank, be subject to the provisions of Items 3 and 6, with the unused sick leave credits calculated as of the appropriate dates; notice of their option and payout dates adjusted accordingly; and item 4 shall no longer apply to such employee.
7. In the event any employee is on sick leave as of January 1, 2000, the employee will continue drawing from their previous accumulated sick until return to work. Upon return


to work, the unused sick leave credits shall be calculated; and their notice of option and payout dates adjusted accordingly.

8. Upon termination, retirement or death, any employee who had fewer than 235 sick days as of December 31, 1999 and who has an accumulated sick leave credits remaining from the fifty percent (50%) of their unused sick leave which was set aside for **use** under Article 10 above, shall have paid to them or their estate ten percent (10%) of the unused sick leave sick bank credits remaining at the time. The rate of payment shall be their rate of pay in effect at that time and shall be in addition to any payment that was deferred in accordance with Item 6.
9. Employees who have 235 or more sick days remaining to their credit as of December 31, 1999, shall have 117.5 days set aside for the payment options contained in Item 6 and all remaining sick days shall be placed in the employee's accumulated sick leave bank.

Upon termination or retirement, the employee will be entitled to payment for ten percent (10%) of the unused sick leave bank credits to a maximum of 12.5 days pay. Any remaining portion of the 10% shall be taken as a paid leave of absence, during which time the employee shall not be able to use Article 18.0 sick leave credits or accumulate vacation credits, however the employee will be paid vacation pay bi-weekly at a rate of 4% during the period.

In the event of death prior to termination or retirement, the entire ten percent (10%) of the unused sick leave bank credits shall be paid to the employee's estate.

Dated this 20th day of September, 2006.

 LRO

For the Association



For the Employer

LETTER OF UNDERSTANDING
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
ONTARIO NURSES ASSOCIATION
AND ITS LOCAL 16
R E BENEFIT CONTINUATION

Whereas the parties hereto wish to enter into an understanding regarding the continuation of extended health and dental benefits coverage for bargaining unit employees retiring at or after age 55, at cost to said retirees, therefore the following conditions shall apply:


1. The cost to the retiree shall be as follows:

Extended Health	-	\$194.00 per month (Family)
	-	\$97.00 per month (Single)
Dental	-	\$122.00 per month (Family)
	-	\$60.50 per month (Single)

The above rates are reviewed annually and are subject to adjustment.

2. At age 65, all coverage ceases.
3. Eligible employees must provide in advance monthly post-dated cheques for twelve months of coverage. Failure to do so will result in termination of coverage. Cheques returned "NSF" (not sufficient funds) may result in termination of coverage.

Dated this 20th day of September, 2006.



For the Association



For the Employer

LETTER OF INTENT
BETWEEN
THE REGIONAL MUNICIPALITY OF YORK
AND
ONTARIO NURSES ASSOCIATION
AND ITS LOCAL 16
R E COLLEGE OF NURSES REGISTRATION FEES

WHEREAS, the parties have engaged in collective bargaining and reached an agreement which expires on March 31, 2009.

AND WHEREAS, the Employer's current mandate does not include the payment of registration fees to professional colleges for unionized staff.

AND WHEREAS, the Association sought Employer payment for the registration fees for the College of Nurses for its membership during the current bargaining for the collective agreement.

Therefore, the parties agree to the following:

- 1) In the event that the Employer changes its direction concerning payment for registration fees for professional unionized staff, ONA Nurses shall receive the same consideration as other unionized professional staff.
- 2) There is no intent for any retroactive entitlement for professional fees.
- 3) This Letter of Intent expires March 31, 2009.

Dated this 20th day of September, 2006.



For the Association



For the Employer